

**AGREEMENT BETWEEN
THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA**

AND

UNIVERSITY OF WYOMING

THIS AGREEMENT is made and entered into on this 21st day of November, 2008, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, acting for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln and UNIVERSITY OF WYOMING, a public institution located in Laramie, Wyoming.

WITNESSETH:

For and in consideration of the promises and agreements of the respective parties hereto, each with the other as herein after set forth, the parties hereto agree as follows:

- 1. Three games of football shall be played between the institutions party hereto; one game shall be played on September 24, 2011, in Laramie, WY at War Memorial Stadium, one game shall be played on August 31, 2013 in Lincoln, NE at Memorial Stadium and one game shall be played on September 17, 2016 in Lincoln, NE at Memorial Stadium. Kickoff will be no earlier than 11:00 a.m. local time and no later than 7:00 p.m. local time unless agreed upon by both schools.**
- 2. The football games shall be governed in all respects, including the eligibility of players, by the rules and regulations of the Big 12 Conference, Mountain West Conference and the NCAA.**
- 3. The VISITING TEAM shall be paid a flat dollar guarantee of \$300,000.00 for the games on September 24, 2011 and September 17, 2016 to be paid on or before March 1, following the scheduled game. The VISITING TEAM shall be paid a flat dollar guarantee of \$750,000 for the game on August 31, 2013 to be paid on or before March 1, following the scheduled game. Guaranteed payment may be by electronic transfer of funds.**
- 4. The VISITING TEAM shall be issued 300 complimentary game tickets and 3,550 game tickets for sale, with the option to release and return all or any portion of such tickets by notifying the HOME TEAM's ticket manager in writing by not later than August 1 (of the year the game is to be played) of the number of tickets to be released and returned. Any band seating must come from the above ticket allotment. Cheerleaders will be admitted without a ticket, if in uniform.**
- 5. The officials for the games on September 24, 2011 and September 17, 2016 shall be appointed by the Big 12 Conference. The officials for the game on August 31, 2013 shall be appointed by the Mountain West Conference.**
- 6. The HOME TEAM shall assume full responsibility for the management of the game and will retain all rights and controls to program and concession sales.**
- 7. The HOME TEAM shall reserve one radio broadcast booth for a station designated by the VISITING TEAM for the purpose of broadcasting the game in the VISITING TEAM'S geographic locale.**
- 8. The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including exposure via television if possible. Each party may**

enter into agreements for television and radio coverage (including satellite radio) of the game(s) so long as said agreements are in compliance with the provisions set forth herein.

I. AGREEMENT TO TELECAST

Each game covered hereunder shall be available for telecasting by the Host Institution. The Visiting Institution shall agree to the following:

- (a) The scheduled start time for the game is subject to change for the purpose of accommodating live telecasting opportunities.
- (b) Any change in the date of the game shall require the consent of the Visiting Institution, which consent shall not be unreasonably withheld.

The game also shall be available for telecasting by the Visiting Institution subject to the conditions set forth herein.

II. RIGHTS OF RELEASE

Following are the basis on which the respective institutions may release a telecast of a game. Such a telecast may be made on a free, pay, or pay-per-view basis.

1. Host Institution

The Host Institution shall have the following rights of release for live and delayed telecasting:

- a. National network television;
- b. National cable television;
- c. Conference television package via over-the-air, cable or satellite transmissions;
- d. Institutionally syndicated package;
- e. Home-area release;
- f. Release via any other means of transmission not listed herein which may exist or be developed; plus
- g. Delayed telecast without restriction.

In addition, the Host Institution may use recorded footage of any game under this Agreement for the following purposes:

- (1) for file, reference, audition, promotional and publicity purposes;
- (2) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (3) for highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Host Institution or its conference.

The Host Institution, however, will not permit its telecaster(s) to sell or otherwise make available a feed of the signal of the game telecast to any telecaster or cablecaster in the home area of the Visiting Institution without the express consent of the Visiting Institution. This provision is not applicable to items 1. a., 1. b. or 1.c. above. Notwithstanding the foregoing, any release of a game or use of footage of a game played hereunder by the Host Institution must comply with the applicable national network or national cable contract of the conference of which the Host Institution is a member, and the rules and regulations of

such conference.

2. Visiting Institution

The Visiting Institution shall have the following rights of release:

- a. Live telecast into its home-area if not in conflict with either conferences' television agreements, or in conflict with the home-team market, which shall supersede this agreement;
- b. Delayed telecast into the Visiting Institution's Home Area and whatever additional area it wishes so long as such release does not conflict with the terms of the home institution's conference or institutional contract or the visitor's conference's contract governing time exclusivity;
- c. Such additional live and delayed rights as may be granted it by the Host Institution.

In addition, the Visiting Institution may use recorded footage of any game under this Agreement for the following purposes:

- (1) for file, reference, audition, promotional and publicity purposes;
- (2) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (3) for highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Visiting Institution or its conference.

Notwithstanding the foregoing, any release by the Visiting Institution of a game or use of footage of a game played hereunder must comply with the applicable national network or national cable contracts of the conferences of which the Home Institution is a member and the Visiting Institution is a member, and the rules and regulations of such conferences.

III. DEFINITIONS

For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for Big 12 institutions, shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Big 12 institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.

IV. FACILITIES

The Host Institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.

V. DISTRIBUTION OF REVENUE

If the game is televised as part of a conference package or series, there shall be no rights

fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.

In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.

Each party shall have the right to film or videotape the game played pursuant to this Agreement and shall have access to such space and camera locations as may be reasonably required.

9. This Agreement shall be void in the event it becomes impossible to play the game by reason of disaster, fire, flood, earthquake, war, act of terrorism, invasion, hostilities, rebellion, insurrection, confiscation by order of government, military public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority.
10. Either party failing to produce its team to play any of the scheduled games for reasons other than those stipulated in paragraph 9, shall pay the party not at fault the sum of \$1,000,000.00 as liquidated damages plus any expenses incurred in pursuance of this Agreement by the party not at fault, which sum shall be payable on or before March 1, the year following the scheduled game.
11. The persons executing this Agreement on behalf of the respective parties hereto hereby warrant that they are duly authorized and empowered to execute this Agreement.

THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA

UNIVERSITY OF WYOMING

By: Cherene Jackson
Vice Chancellor for Business
and Finance, University of
Nebraska-Lincoln

By: Phillip B. Harris
Title: V.P. Adm.
Phillip B. Harris
Vice President for Administration

RECOMMENDED:

RECOMMENDED:

By: Tom Osborne
Tom Osborne
Director of Athletics
University of Nebraska

By: Tom Burman
Tom Burman
Director of Athletics
University of Wyoming